

THE MIDLAND

AND

NORTH SHORE

LUMBERING AND GENERAL

Manufacturing Company,

[Limited.]

Provisional Agreement.

Dated August 8th, 1881.

[Printed Copy.]

Original in possession of

JOH. A. BARRON,
Solicitor, LINDSAY, CANADA.

AND

ORE

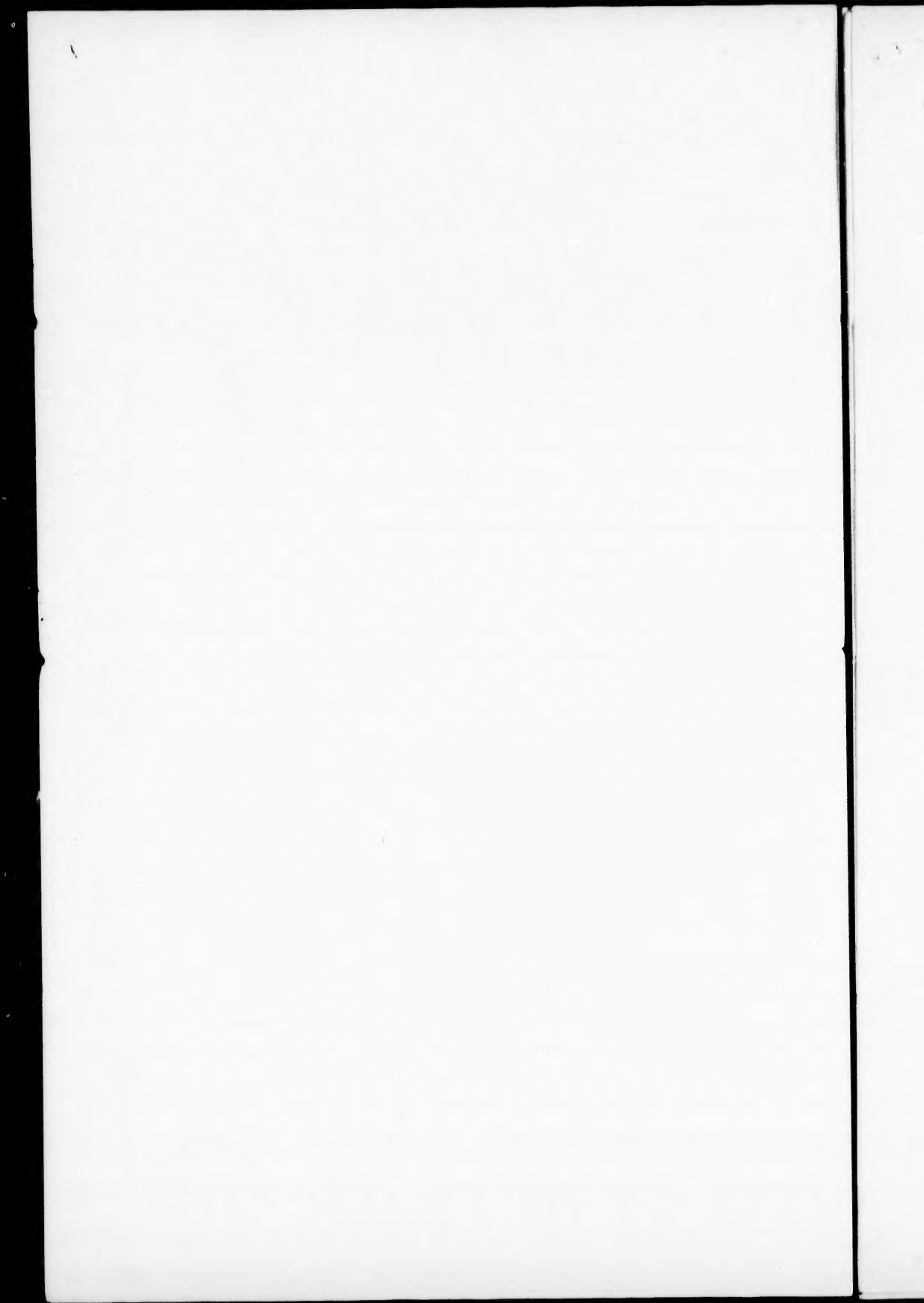
ERAL

pany,

ment.

887.

ON,
CANADA.



Memorandum of Agreement

made and entered into this Eighth day of August, in the year of our Lord One Thousand Eight Hundred and Eighty-one,

Parties to the agreement.

Ulyot, Sadler and Company.

"Smith and McDougall."

"Gibbs & Beatty."

They agree.

Between DALTON ULLYOT, of the Town of Peterborough, in the County of Peterborough, and Province of Ontario, in the Dominion of Canada, lumber manufacturer; WILLIAM NEEDLER, of the Town of Lindsay, in the County of Victoria, and said Province, miller and lumber manufacturer; THOMAS SADLER, of the said Town of Lindsay, miller and lumber manufacturer, and ROBERT CHARLES SMITH, of the Town of Port Hope, in the County of Durham, and said Province, lumber manufacturer, (hereinafter referred to by the name, style and firm of ULLYOT, SADLER AND COMPANY).

The said ROBERT CHARLES SMITH and MALCOM McDUGALL, of Parry Harbor, in the District of Parry Sound, and Province aforesaid, lumber manufacturer, (hereinafter referred to by the name, style and firm of SMITH AND McDUGALL),

And THE HONORABLE THOMAS NICHOLSON GIBBS, of the Town of Oshawa, in the County of Ontario, and said Province, Senator of the Dominion of Canada, and JAMES H. BEATTY, of the Town of Thorold, in the County of Lincoln, and said Province, steamboat proprietor, (hereinafter referred to by the name, style and firm of GIBBS AND BEATTY).

The said parties, firms and persons, respectively agree, the one with the other, and each of them with each and every of the others, as follows:

First

To form a company by name of The Midland and North Shore Lumbering and General Manufacturing Company, (limited).

The said Ulyot, Sadler and Company, the said Smith and McDougall, and the said Gibbs and Beatty, being respectively the owners of the several properties particularly described in the schedule A, hereunto annexed, and which forms part and parcel of this agreement for the purpose of amalgamating and consolidating their said properties and working the same, agree to form a Joint Stock Company under "The Ontario Joint Stock Companies' Letters Patent Act," by the name of "The Midland and North Shore Lumbering and General Manufacturing Company, (Limited)," together with such other persons as shall execute this Agreement.

Second.

The objects of the Company

The said Company shall be incorporated at the expense of the parties hereto, said expense to be borne *pro rata* according to their respective interests therein, and the object of its incorporation shall be the following: The acquisition of Pine Timber Limits and Lands in the Province of Ontario, by purchase or otherwise; the conducting of the business of Lumberers and Timber Merchants, including the purchase, preparation, manufacture, transport and sale of Timber, Lumber, Shingles, Lath and Pickets, Broom Handles, Matches, Pulp, Doors, Sashes and Blinds, Pails, Tubs and Woodenware, Furniture, Agricultural Implements, Mouldings, Boxes, Railroad and other Cars, Ties, Cordwood, Fence Rails and Posts, Telegraph Poles, Staves and Barrels, Axe Handles, Wagons, Carts and Lumber Dryers; the building of Vessels, Ships and Boats, Docks and Piers; the planing and dressing of Lumber, and the erection and purchase of Mill Privileges, Water Powers, Mills, Saw Mills, Buildings, Machinery, Coves, Booms, Booming Grounds, Utensils, Horses, Cattle, Boats, Vessels; the making and working of Roads, Tramways, and Channels of Water; the conducting of the business of Flour and Grist Milling, Foundry, Machine and Blacksmith Shops, Farming, Stock raising, Horse breeding, and the purchase of land and buildings necessary to carry on such business; the manufacture of Oat and other meals; Lime burning, and the erection and purchase of Flour and Grist Mills; the manufacture of Axes and Tools, and the erection and purchase of shops therefor; the conducting and carrying on of the business of a General Wholesale and Retail Store; of mining for Gold, Phosphate and other minerals, and of the quarrying for stone and smelting of ore, and of Cotton, Woolen, and Carding Mills, and of the right to subscribe to and take Stock in Booming and River Driving Companies and Associations; and to own or lease railroad cars for transportation purposes; and the right to purchase and do everything necessary for the conducting and carrying on of the said business; to borrow, on the security of their own Debentures or otherwise, such sum or sums of money as may be necessary for the carrying on of said business, and that with or without security; to purchase and sell, make and endorse Bills of Exchange and Promissory Notes; to invest in the security of Mortgages on Real Estate in the Province of Ontario, or upon the Debentures of any Municipal Corporation in the Province of Ontario, or upon the Debentures of any Company incorporated by any special or general Act of the Dominion of Canada or the Province of Ontario, doing business within the Province of Ontario, any part or portion of the profits arising out of the said businesses for the purpose of repayment of the capital invested, and to do all other things whatsoever, incidental to the aforesaid business.

/ss/
(24)

Third.
Capital stock to be
10,000 shares of
\$100 each, amounting to \$1,000,000.

Fourth.
When \$400,000 is
subscribed, the
parties to convey
to Company their
respective properties

Ulliot, Sadler &
Co. for \$175,000.

4 a
Smith and McDougall for \$120,000.

4 b
Gibbs & Beatty for \$80,000.

4 c
Agreement by Ulliot, Sadler and Co., Smith and McDougall, Gibbs and Beatty, to subscribe and take stock

Five
Agreement by other persons to subscribe for and take stock.

Six
Provision for reduction in price in event quantities of pine being less by 20 p. c. than stated in Schedule A.

Seven.
Provision for increased price to Gibbs & Beatty, on certain conditions.

Eight.
Provision for inspection for and on behalf of persons, other than the said Ulliot, Sadler and Company, Smith and McDougall, and Gibbs and Beatty

The Capital Stock of the said Company shall consist of Ten Thousand shares, of One Hundred Dollars each, amounting to the sum of One Million Dollars.

So soon as the said Company is duly incorporated, and *bona fide* subscriptions of Stock to the amount of Four Hundred Thousand Dollars shall have been obtained, (inclusive of the Stock to be allotted to the parties hereto, as hereinafter more fully appears), the said ULLYOT, SADLER AND COMPANY agree to convey at once to the said Company their several properties, described in the said Schedule A, at the price of One Hundred and Seventy-five Thousand Dollars, payable by cash to the amount of Eighty-seven Thousand Five Hundred Dollars, and by an allotment of Stock in the said Company to the amount of the remaining Eighty-seven Thousand Five Hundred Dollars.

The said SMITH AND McDOUGALL agree to convey at once to the said Company their several properties, described in Schedule A, at the price of One Hundred and Twenty Thousand Dollars, payable by cash to the amount of Sixty Thousand Dollars, and by an allotment of Stock in the said Company to the amount of the remaining Sixty Thousand Dollars.

And the said GIBBS AND BEATTY agree to convey at once to the said Company their several properties, described in the Schedule A, (subject to increase as provided for by the seventh paragraph hereinafter contained), at the price of Eighty Thousand Dollars, payable in cash to the amount of Forty Thousand Dollars, and by an allotment of Stock in the said Company to the amount of the remaining Forty Thousand Dollars.

And for the purpose of carrying out the intention of this Agreement, the said Ulliot, Sadler and Company agree to subscribe for and take Eight Hundred and Seventy-five Shares in the Capital Stock of the said Company; the said Smith and McDougall likewise to subscribe for and take Six Hundred Shares therein; and the said Gibbs and Beatty to subscribe for and take Four Hundred Shares therein.

The several persons who shall execute this Instrument, in addition to the said Ulliot, Sadler and Company, the said Smith and McDougall, and the said Gibbs and Beatty, respectively agree to subscribe for and take the number of Shares in the Capital Stock of the said Company set opposite to their respective names in the third column hereinafter contained.

The pine timber Berths or Limits of the said ULLYOT, SADLER AND COMPANY, and the said SMITH AND McDOUGALL, are respectively represented to contain the quantities of pine mentioned in the said Schedule A, and the value of their properties is ascertained upon that basis, if, however, the said Berths or Limits upon the inspection hereinafter provided for, are found to contain any less quantity, their price shall be proportionately reduced.

The Timber Berths or Limits of GIBBS AND BEATTY have not been inspected, and no direct representation is made by GIBBS AND BEATTY as to the quantity of timber growing thereon. If, however, it is found when the said inspection is made, that they are of equal quantity and quality, (and river driving facilities are to be taken into consideration when making such comparison) with the Berths or Limits of SMITH AND McDOUGALL, then the same price per square mile shall be allowed therefor as is agreed to be paid for the Berths, or Limits, of SMITH AND McDOUGALL, payable in cash to the amount of one-half and by an allotment of stock in the said Company to the amount of the remaining half, which said remaining half the said GIBBS AND BEATTY, in the event of such increased price hereby agree to subscribe for, and take in the capital stock of the said Company.

So soon as four hundred thousand shares, (inclusive of the shares to be allotted to ULLYOT, SADLER AND COMPANY, to the said SMITH AND McDOUGALL, and to the said GIBBS AND BEATTY), are agreed to be subscribed for in the said Company, an inspection of the said Timber Berths or Limits shall be made by competent persons to be selected solely by or on behalf of the several parties who sign this agreement other than the said ULLYOT, SADLER AND COMPANY, SMITH AND McDOUGALL AND GIBBS AND BEATTY, and in the event of such inspection shewing that the said several Berths or Limits contain less than four-fifths of the quantities of pine timber which they are respectively represented to contain in the said Schedule A, this agreement shall not be binding (except for the purposes of the tenth paragraph hereinafter contained), on the several parties hereto. And in the event of the said Berths or Limits containing less than the quantities which they are respectively represented as containing in the said Schedule A, but not less than four-fifths thereof, then the subscriptions of stock of the several parties hereto other than the said ULLYOT, SADLER AND COMPANY, the said SMITH AND McDOUGALL, and the said GIBBS AND BEATTY, shall be proportionately reduced.

Nine

Agreement limited
to three, 1 Jan.,
1882.

In the event of failure to obtain subscriptions of Four Hundred Thousand shares, inclusive of the shares to be allotted to the said ULLYOT, SADLER AND COMPANY, the said SMITH AND McDOUGALL, and the said GIBBS AND BEATTY, before the First day of January next, (1882), this Instrument shall not be binding on the several parties.

Ten.

Provision for ex-
penses.

In the further event of this instrument becoming null and void for any of the causes aforesaid, or from any act, default, or neglect of the parties hereto or any of them, all and every of the proper and necessary costs and expenses of, incidental to, and in connection with the formation of the said Company, and the matters contemplated or rendered necessary by the provisions of this agreement, including the costs of the inspection hereinbefore provided for, shall be borne and paid by the said ULLYOT, SADLER AND COMPANY, the said SMITH AND McDOUGALL, and the said GIBBS AND BEATTY, in proportion to the value placed upon their respective properties in and by this agreement.

In witness whereof the aforesaid parties have hereunto set and affixed their hands and seals the day and year aforesaid.

Signed, sealed and delivered in the presence of

As to Dalton Ulyott.

(Signed,) DALTON ULLYOT. [L.S.]

(Signed,) JOHN A. BARRON.

As to Thomas Sadler,

(Signed,) THOMAS SADLER. [L.S.]

(Signed,) JOHN A. BARRON.

As to William Needler,

(Signed,) WILLIAM NEEDLER. [L.S.]

(Signed,) JOHN A. BARRON.

As to Robert Charles Smith,

(Signed,) ROBT. CHARLES SMITH. [L.S.]

(Signed,) JOHN A. BARRON.

(Signed,) MALCOM McDOUGALL, [L.S.]
per R. C. Smith.

As to Malcom McDougall,

(Signed,) JOHN A. BARRON.

As to Thomas Nicholson Gibbs,

(Signed,) THOS. N. GIBBS. [L.S.]

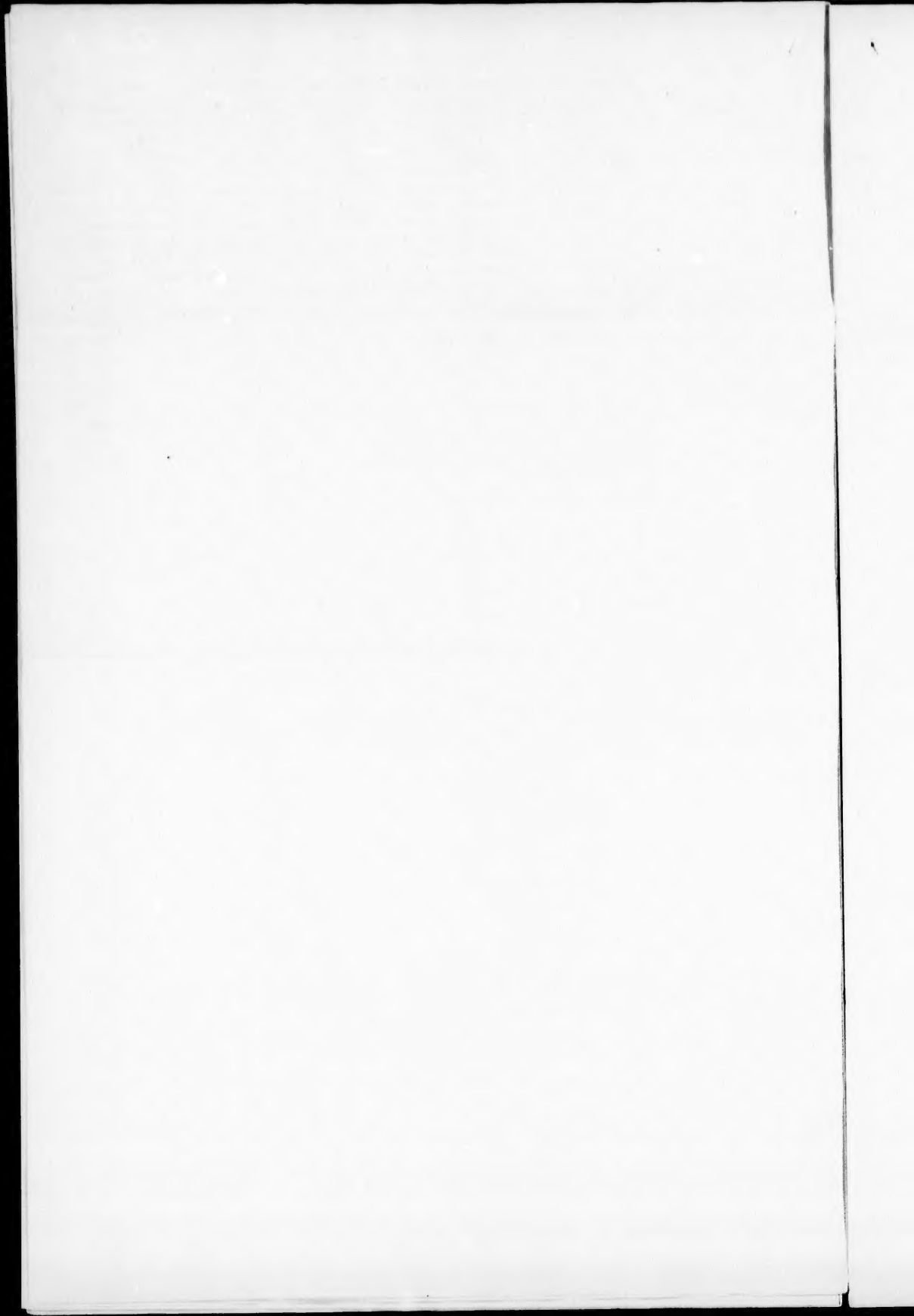
(Signed,) JOHN A. BARRON.

As to James Beatty,

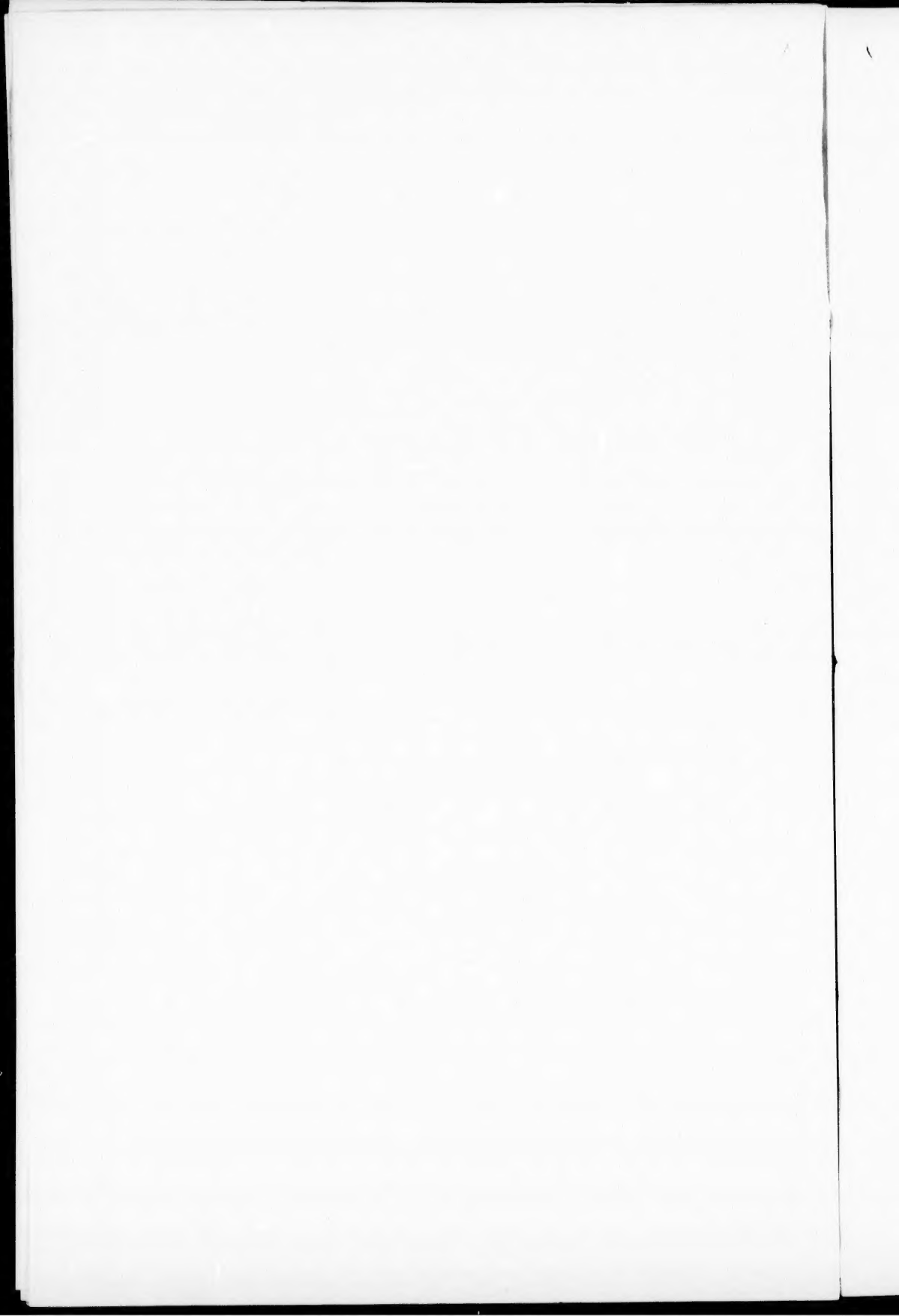
(Signed,) JAMES H. BEATTY. [L.S.]

(Signed,) JOHN A. BARRON.

by his Attorney,
(Signed,) T. N. GIBBS.



NAMES.	RESIDENCE AND P. O. ADDRESS.	NUMBER OF SHARES.	AMOUNT.



SCHEDULE A.

Referred to in the hereunto annexed Memorandum of Agreement.

First

The ULLYOT, SADLER AND COMPANY properties comprise :—

1.	The large Steam Saw-Mill, Plant, Land and Buildings, (see prospectus)	\$ 50,000
2.	The other Plant.....	12,000
3.	The Limits, as follows :—	
a.	11½ Square Miles in Anson.....	7,520 acres.
b.	2½ do do Galway.....	14,720 do.
c.	1 do do Snowden.....	640 do.
d.	5 do do Harvey.....	3,200 do.
e.	38 do do Burleigh.....	24,320 do.
f.	38 do do Anstruther.....	24,320 do.
	Represented to contain 85,000,000 feet, valued at.....	170,000

\$232,000

Second.

The SMITH AND McDOUGALL properties comprise :—

a.	Berth 90, 36 Square Miles on White Fish River.	
b.	do 69, 36 do do	do do.
c.	do 40, 36 do	Wahnipitæ do.
d.	do 46, 36 do	do do.
e.	do 47, 36 do	do do.
f.	do 52, 36 do	do do.
g.	do 3, 44 do	Sturgeon do.
h.	do 1, 44 do	do do.
i.	From 30 to 40 acres, comprising that part of the Village of Copananing at the mouth of the French River appropriated for a mill site.	
k.	All the Plant of the said Smith and McDougall.	

These Limits are represented to contain 200,000,000 feet, valued at.....\$300,000

Third.

The GIBBS AND BEATTY properties comprise :—

a.	Berth 94, 36 Square Miles, Vermilion River.	
b.	do 102, 36 do	Spanish do.
c.	do 144, 36 do	Serpent do.
d.	do 145, 36 do	do do.
e.	do 151, 36 do	do do.
f.	do 163, 36 do	do do.
g.	do 176, 36 do	Mississaga do.
h.	do 182, 36 do	do do.

These Limits are estimated to contain 175,000,000 feet, and are valued at.....\$262,500

Total value.....\$794,000